

# Exhibit A7

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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IN RE: NEW ENGLAND  
COMPOUNDING PHARMACY, INC.  
PRODUCTS LIABILITY LITIGATION

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)  
)  
) MDL No. 1:13-md-2419-FDS  
)

This Document Relates to:

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)  
) All actions pending against Saint Thomas  
) Outpatient Neurosurgical Center, LLC,  
) and its affiliates including:  
)

)  
) 1:13-cv-12234-FDS May et al v.  
) Ameridose, LLC et al  
) 1:13-cv-12238-FDS Carman et al v.  
) Ameridose, LLC et al  
) 1:13-cv-12305-FDS Wiley et al v.  
) Ameridose, LLC et al  
) 1:13-cv-12311-FDS Schulz et al v.  
) Ameridose, LLC et al  
) 1:13-cv-12315-FDS Hester et al v.  
) Ameridose, LLC et al  
) 1:13-cv-12426-FDS Davis et al v.  
) Ameridose, LLC et al  
) 1:13-cv-12429-FDS Bequette et al v.  
) Ameridose, LLC et al  
) 1:13-cv-12430-FDS Norwood et al v.  
) Ameridose, LLC et al  
) 3:13-cv-00918 Ziegler et al v. Ameridose,  
) LLC et al  
) 3:13-cv-00919 Martin v. Ameridose, LLC  
) et al  
) 3:13-cv-00923 Reed v. Ameridose, LLC et  
) al  
) 3:13-cv-00929 Brinton v. Ameridose, LLC  
) et al  
) 3:13-cv-00930 Lovelace v. Ameridose,  
) LLC et al  
) 3:13-cv-00931 Ragland v. Ameridose, LLC  
) et al  
) 3:13-cv-00932 Slatton et al v. Ameridose,  
) LLC et al  
) 3:13-cv-00933 Rybinski v. Ameridose,  
) LLC et al  
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| 3:13-cv-00934 Lemberg et al v.            | ) |
| Ameridose, LLC et al                      | ) |
| 3:13-cv-00935 Ruhl et al v. Ameridose,    | ) |
| LLC et al                                 | ) |
| 3:13-cv-00938 McElwee v. Ameridose,       | ) |
| LLC et al                                 | ) |
| 3:13-cv-00940 Robnett et al v. Ameridose, | ) |
| LLC et al                                 | ) |
| 3:13-cv-00941 Sharer et al v. Ameridose,  | ) |
| LLC et al                                 | ) |
| 3:13-cv-00942 Johnson et al v. Ameridose, | ) |
| LLC et al                                 | ) |
| 3:13-cv-00943 Knight v. Ameridose, LLC    | ) |
| et al                                     | ) |
| 3:13-cv-00951 Knihtila v. Ameridose, LLC  | ) |
| et al                                     | ) |
| 3:13-cv-00952 Sellers et al v. Ameridose, | ) |
| LLC et al                                 | ) |
| 3:13-cv-00953 Barger et al v. Ameridose,  | ) |
| LLC et al                                 | ) |
| 3:13-cv-00954 Lodowski et al v.           | ) |
| Ameridose, LLC et al                      | ) |
| 3:13-cv-00961 Skelton et al v. Ameridose, | ) |
| LLC et al                                 | ) |
| 3:13-cv-00962 Chambers et al v.           | ) |
| Ameridose, LLC et al                      | ) |
| 3:13-cv-00963 Hill et al v. Ameridose,    | ) |
| LLC et al                                 | ) |
| 3:13-cv-00964 Mathias v. Ameridose, LLC   | ) |
| et al                                     | ) |
| 3:13-cv-00965 Settle et al v. Ameridose,  | ) |
| LLC et al                                 | ) |
| 3:13-cv-00966 Miller v. Ameridose, LLC    | ) |
| et al                                     | ) |
| 3:13-cv-00967 Noble et al v. Ameridose,   | ) |
| LLC et al                                 | ) |
| 3:13-cv-00968 Eggleston et al v.          | ) |
| Ameridose, LLC et al                      | ) |
| 3:13-cv-00969 Meeker et al v. Ameridose,  | ) |
| LLC et al                                 | ) |
| 3:13-cv-00970 Scott et al v. Ameridose,   | ) |
| LLC et al                                 | ) |
| 3:13-cv-00971 McCullouch et al v.         | ) |
| Ameridose, LLC et al                      | ) |
| 3:13-cv-00972 McKee et al v. Ameridose,   | ) |
| LLC et al                                 | ) |

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| 3:13-cv-00973 Kirby v. Ameridose, LLC et   | ) |
| al   | ) |
| 3:13-cv-00975 Richards v. Ameridose,       | ) |
| LLC et al                                  | ) |
| 3:13-cv-00977 Youree et al v. Ameridose,   | ) |
| LLC et al                                  | ) |
| 3:13-cv-00978 Koonce et al v. Ameridose,   | ) |
| LLC et al                                  | ) |
| 3:13-cv-00979 Pelters et al v. Ameridose,  | ) |
| LLC et al                                  | ) |
| 3:13-cv-00984 Besaw et al v. Ameridose,    | ) |
| LLC et al                                  | ) |
| 3:13-cv-00985 Ferguson et al v.            | ) |
| Ameridose, LLC et al                       | ) |
| 3:13-cv-00986 Hurt et al v. Ameridose,     | ) |
| LLC et al                                  | ) |
| 3:13-cv-00987 Wanta et al v. Ameridose,    | ) |
| LLC et al                                  | ) |
| 3:13-cv-00988 Russell et al v. Ameridose,  | ) |
| LLC et al                                  | ) |
| 3:13-cv-00989 Pruitt et al v. Ameridose,   | ) |
| LLC et al                                  | ) |
| 3:13-cv-00992 Young v. Ameridose, LLC      | ) |
| et al                                      | ) |
| 3:13-cv-00993 Sullivan et al v. Ameridose, | ) |
| LLC et al                                  | ) |
| 3:13-cv-01033 Barnard v. Ameridose,        | ) |
| LLC et al                                  | ) |
| 3:13-cv-01032 Berry v. Ameridose, LLC et   | ) |
| al   | ) |

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**PLAINTIFFS' STEERING COMMITTEE'S FIRST SET OF INTERROGATORIES  
TO SAINT THOMAS NETWORK**

The Plaintiffs' Steering Committee, pursuant to Federal Rules of Civil Procedure 26 & 33, respectfully propounds these Interrogatories to Saint Thomas Network to be answered within the time prescribed by law.

**DEFINITIONS**

As used herein, the following terms mean:

“Saint Thomas Neurosurgical” means Saint Thomas Outpatient Neurosurgical Center, LLC.

“You” or “your” refer to Saint Thomas Network.

“Howell Allen Clinic” means Howell Allen Clinic A Professional Corporation.

“NECC” means New England Compounding Pharmacy, Inc. d/b/a New England Compounding Center.

“MPA” means methylprednisolone acetate.

“Dr. Culclasure” means John Culclasure, M.D.

“Ms. Schamberg” means Debra Schamberg, R.N.

“St. Thomas Hospital” means Saint Thomas West Hospital, formerly known as St. Thomas Hospital.

#### INTERROGATORIES

1. Please describe in detail Saint Thomas Network’s relationship to and/or business arrangement with Saint Thomas Outpatient Neurosurgical Center, LLC (“Saint Thomas Neurosurgical”).

RESPONSE:

2. Please describe in detail Saint Thomas Network’s relationship to and/or business arrangement with Howell Allen Clinic.

RESPONSE:

3. Identify each communication (including face-to-face, telephone, email, or other communications) between NECC (including its agents, employees or representatives) and Saint Thomas Network (including its agents, employees or representatives). For each communication identified, please provide the following information:

- a) the names, job titles, and contact information for each person involved in the communication;
- b) the date, time, length, mode and location of each communication or discussion;
- c) whether any notes, memoranda, recordings, writings or other records were kept of any of those conversations or communications; and
- d) state as specifically as possible what each party to the communication or conversation said and state what actions Saint Thomas Network took, if any, as a result of each communication or conversation.

RESPONSE:

4. Identify each communication (including fact-to-face, telephone, email, or other communications) between Saint Thomas Network (including its agents, employees or representatives) and Saint Thomas Neurosurgical (including its agents, employees or representatives) regarding Saint Thomas Neurosurgical's acquisition of medications. For each communication identified, please provide the following information:

- a) the names, job titles, and contact information for each person involved in the communication;

- b) the date, time, length, mode and location of each communication or discussion;
- c) whether any notes, memoranda, recordings, writings or other records were kept of any of those conversations or communications; and
- d) state as specifically as possible what each party to the communication or conversation said and state what actions Saint Thomas Network took, if any, as a result of each communication or conversation.

RESPONSE:

5. Please list the date, location, and attendees present at each and every meeting (business or social) between or among NECC (including its agents, employees or representatives) and Saint Thomas Network (including its agents, employees or representatives).

RESPONSE:

6. Describe each and every action Saint Thomas Network took to ensure that medication injected into patients at Saint Thomas Neurosurgical was safe and free from contaminants.

RESPONSE:

7. Describe in detail every gift, sample, incentive, promotion, thank you gift, and/or discount that Saint Thomas Network (or anyone associated with it) ever received from NECC (including its agents, employees or representatives) or any wholesaler or distributor of any injectable steroid.

RESPONSE:

8. Identify each Saint Thomas Network employee during 2012 by name and job title, and state whether each such employee is still employed by the company. Please also give a general description of the duties of each such person.

RESPONSE:

9. Describe in complete detail the business structure of Saint Thomas Network including but not limited to:

- a) provide the names and job title of each officer of Saint Thomas Network;
- b) provide the name of each manager of Saint Thomas Network;
- c) provide the name of each owner or member of Saint Thomas Network;
- d) identify all contracts, agreements, cost-sharing arrangements, profit-sharing arrangements, patient referral arrangements existing between or among Saint Thomas Network and Saint Thomas Neurosurgical, Howell Allen Clinic, St. Thomas Hospital, Saint Thomas Health and/or Saint Thomas Health Services; and
- e) describe in detail all financial arrangements that presently exist or have previously existed between or among Saint Thomas Network and Saint



Thomas Neurosurgical, Howell Allen Clinic, St. Thomas Hospital, Saint Thomas Health and/or Saint Thomas Health Services.

RESPONSE:

10. Please identify every employee or agent of Saint Thomas Network who performed any duties or functions for Saint Thomas Neurosurgical, and for each such person, please state:

- a) the person's name, job title and contact information;
- b) a description of the duties or functions performed; and
- c) a statement of whether the person continues to be employed by or affiliated with either Saint Thomas Network and/or Saint Thomas Neurosurgical.

RESPONSE:

11. Has Saint Thomas Network ever paid for or provided any personnel, medications, equipment, medical supplies, medical forms, billing services, telephone services, procurement services, contracting services, websites or other materials/services used by Saint Thomas Neurosurgical? If so, please explain in detail each item provided.

RESPONSE:

12. Explain in detail all financial transactions that occurred between Saint Thomas Network and Saint Thomas Neurosurgical in 2012, including dates, amounts and reasons.

RESPONSE:

13. Explain in detail all financial transactions that occurred between Saint Thomas Network and Howell Allen Clinic in 2012, including dates, amounts and reasons.

RESPONSE:

14. Explain in detail Saint Thomas Network's policies and procedures regarding the purchase of medications, including but not limited to a description of any applicable policies and procedures from Ascension.

RESPONSE:

15. Please describe in detail all systems, policies and procedures used at Saint Thomas Network in order to supervise and oversee Saint Thomas Neurosurgical.

RESPONSE:

16. Does Saint Thomas Network contend that any other person or entity was responsible for or caused the injuries and deaths that are the subject of this litigation? If so,

identify each such person or entity and state the factual basis for a contention that any other person or entity was responsible for or caused the injuries and deaths forming the basis of this litigation.

RESPONSE:

17. State the full name, address, telephone number, job title and employer of each and every person believed by Saint Thomas Network to have knowledge of facts regarding the claims alleged in this litigation, any defenses thereto, and/or any issues germane to this litigation. Please include any person believed to have knowledge of rebuttal or impeachment evidence, and for each person listed, please identify the subject matter of their knowledge and provide a brief description of their knowledge.

RESPONSE:

18. If you or anyone else has made any type of verbal or written statement to anyone or taken any verbal or written statements pertaining to the acquisition of steroids from NECC, please state for each such statement the date it was given, the name, address and place of employment of the person who took such statement, and the method by which the statement was given.

RESPONSE:

19. When and how did you (or your agents) become aware that Saint Thomas Neurosurgical had received contaminated medication from NECC and how did you respond to that information?

RESPONSE:

**Dated: October 9, 2013**

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*Plaintiffs' Steering Committee*

**CERTIFICATE OF SERVICE**

I, J. Gerard Stranch, IV, hereby certify that on the 9th day of October, 2013, the foregoing document was served via hand delivery (\*), electronic mail (\*\*), and/or U.S. Mail, postage prepaid, on the following counsel:

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/s/ J. Gerard Stranch, IV  
J. Gerard Stranch, IV

VERIFICATION

STATE OF TENNESSEE )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, swear or affirm that the answers to interrogatories contained above are true, complete and accurate. I also understand that it is my duty to promptly notify my attorney should I later learn that any of these answers are incomplete, inaccurate or misleading. I further certify that I have provided my attorneys with all documents requested.

By: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_